

VILLAGE BOARD OF THE VILLAGE OF WESTON, WISCONSIN

Resolution No. 2017-028

RESOLUTION APPROVING THE AMENDED AND RESTATED LEASE OF CERTAIN
PROPERTY AND IMPROVEMENTS AND APPROVING THE ISSUANCE OF \$19,255,000
COMMUNITY DEVELOPMENT LEASE REVENUE BONDS,
SERIES 2017A BY THE COMMUNITY DEVELOPMENT AUTHORITY AND RELATED
DOCUMENTS AND TRANSACTIONS

WHEREAS, the Community Development Authority of the Village of Weston (the "Authority") has determined certain property located in Tax Incremental District No. 1 to be blighted within the meaning of Section 66.1333, Wisconsin Statutes;

WHEREAS, the Authority and the Village Board of the Village of Weston, Wisconsin (the "Municipality") have, after a duly-noticed and held public hearing, created a redevelopment project area under Section 66.1333, Wisconsin Statutes (the "Redevelopment Project Area") with respect to such blighted property, coterminous with the boundaries of Tax Incremental District No. 1, and have approved and adopted a redevelopment plan within the meaning of the Act in connection with the Redevelopment Project Area (the "Redevelopment Plan");

WHEREAS, the Authority has acquired certain property in the Redevelopment Project Area described on Exhibit A hereto (the "Property") from the Municipality, and proposes to carry out a program of blight elimination, community development and urban renewal in the Redevelopment Project Area as described in the Redevelopment Plan, consisting of public improvements and project costs listed in the Project Plan for Tax Incremental District No. 1, as amended, and related costs (collectively, the "Project");

WHEREAS, the Authority has heretofore issued its Community Development Lease Revenue Bonds, Series 2002, dated December 20, 2002 (the "2002 Bonds"), Community Development Lease Revenue Bonds, Series 2003A, dated May 22, 2003 (the "2003A Bonds"), Community Development Lease Revenue Bonds, Series 2004A, dated August 9, 2004 (the "2004A Bonds"), Community Development Lease Revenue Bonds, Series 2005A, dated April 15, 2005 (the "2005A Bonds"), Community Development Lease Revenue Bonds, Series 2007A, dated September 6, 2007 (the "2007A Bonds") and Taxable Community Development Lease Revenue Bonds, Series 2007B, dated September 6, 2007 (the "2007B Bonds") (the 2002 Bonds, 2003A Bonds, 2004A Bonds, 2005A Bonds and 2007A Bonds shall be collectively referred to herein as the "Prior Bonds") for the purpose of financing a portion of the Project;

WHEREAS, the Property and certain of the improvements described on Exhibit B hereto (the "Leased Improvements") were leased to the Municipality pursuant to an Amended and Restated Lease Agreement, dated as of September 6, 2007;

WHEREAS, the Authority has authorized the issuance and sale of \$19,255,000 Community Development Lease Revenue Bonds, Series 2017A, dated July 13, 2017 (the "Bonds"), the proceeds of which shall be used to finance an additional portion of the cost of the Project and to refund the Authority's outstanding Prior Bonds;

WHEREAS, the 2007B Bonds shall be defeased with funds of the Authority on hand on July 13, 2017 simultaneously with the issuance of the Bonds;

WHEREAS, the Authority has submitted a report on the Amended and Restated Lease Agreement, dated July 13, 2017 (the "Lease") to this Village Board, has duly noticed and conducted a public hearing on the Lease, and has approved the Lease;

WHEREAS, the Authority has also requested that the Municipality enter into an Amended and Restated Contribution and Cooperation Agreement (the "Contribution and Cooperation Agreement") in connection with the issuance of the Bonds;

WHEREAS, Section 66.1333(13), Wisconsin Statutes, authorizes the Municipality to lend or contribute funds to assist a redevelopment project, Section 66.1105(2)(f)1.h., Wisconsin Statutes, provides that the amount of contributions made under Section 66.1333(13) in connection with implementation of the project plan is an eligible tax increment project cost and Section 66.1105(2)(f)1.b. permits the Municipality to recover "financing costs" related to tax increment projects from tax increment revenues; and

WHEREAS, the development of the Project is included in the Project Plan, as amended, for the Municipality's Tax Incremental District No. 1, as it may be amended from time to time (the "District").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Municipality as follows:

Section 1. Approval of the Conveyance of the Property. The transfer to the Authority of the Property, which has been previously accomplished, is ratified and approved.

Section 2. Approval of the Lease. The Lease, in substantially the form attached hereto as Exhibit C and incorporated herein by this reference, is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver the Lease for and on behalf of the Municipality. The rentals paid under the Lease shall be "financing costs" under Section 66.1105(2)(f)1.b., Wisconsin Statutes, to the extent they constitute the payment of principal or interest on the Bonds. The Village Board covenants for the benefit of the owners of the Bonds that, subject to annual appropriation of the Lease rental payments, all funds in the special fund of the District will be used first to make the rental payments due under the Lease and only after the rental payments have been paid in full for any particular year shall funds in said special fund be used to pay any other project costs of the District. The Village Board finds that the rental payments due under the Lease are at the fair market value for the Property and the improvements to be leased pursuant to the Lease.

Section 3. Statement of Intent to Appropriate. The Village Board acknowledges that the projected tax increment to be derived from the District may not be realized and that the increment may therefore be insufficient to make payments under the Lease sufficient to pay all debt service on the Bonds as it becomes due. The Municipality hereby declares that it fully expects and anticipates that, if such a shortfall occurs, it will appropriate funds from other available revenues of the Municipality sufficient to fund any such shortfall in order to meet its obligation to make rental payments under the Lease sufficient to pay when due all principal of

and interest on the Bonds, provided however, that such payment shall be subject to annual appropriation by the Village Board and shall be subject to the Municipality's quiet enjoyment of the property and improvements leased pursuant to the Lease.

Section 4. Approval of the Contribution and Cooperation Agreement. The Contribution and Cooperation Agreement in substantially the form attached hereto as Exhibit D and incorporated herein by this reference is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver the Contribution and Cooperation Agreement for and on behalf of the Municipality.


Section 5. Approval of the Bonds. The terms of the Bonds authorized by the Authority at its meeting duly noticed, held and conducted on June 20, 2017 are ratified and approved. The Municipality covenants that it will not dissolve the Authority until all of the Bonds have been paid or discharged within the meaning of the resolution authorizing their issuance.

Section 6. Undertaking to Provide Continuing Disclosure. The Municipality, as the obligated person with respect to the Bonds within the meaning of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"), hereby covenants and agrees, for the benefit of the holders of the Bonds, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the holders of the Bonds or by the original purchaser of the Bonds on behalf of such holders (provided that the holders' and purchaser's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Municipality to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

The President and Village Clerk shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Municipality's Undertaking.

Section 7. Execution and Delivery of Documents. The President and Village Clerk are hereby authorized for and in the name of the Municipality to execute and deliver the Lease the Contribution and Cooperation Agreement, and any and all additional documents as may be necessary or desirable to effectuate the sale of the Bonds and the completion of the transactions contemplated hereby.

Adopted, approved and recorded this 20th day of June, 2017.


Barb Ermeling
President

(SEAL)

Attest:



Sherry L. Weinlauf
Village Clerk



EXHIBIT A

DESCRIPTION OF PROPERTY

The property dedicated for public road purposes located within the Redevelopment Project Area and Tax Incremental District No. 1 of the Village of Weston, as it may be amended from time to time, and all public improvements located thereon and thereunder (subject to any existing liens and encumbrances upon such property).

EXHIBIT B

DESCRIPTION OF LEASED IMPROVEMENTS

All municipally owned sewer mains and laterals, water mains and laterals, storm sewer pipes, and related appurtenances and equipment located or to be located within the Redevelopment Project Area and Tax Incremental District No. 1 of the Village of Weston, Wisconsin, as amended.

EXHIBIT C
AMENDED AND RESTATED LEASE AGREEMENT
(see attached)

**AMENDED AND RESTATED
LEASE
AGREEMENT**

COPY

between

**COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF WESTON, WISCONSIN**

and

VILLAGE OF WESTON, WISCONSIN

COPY

THIS AMENDED AND RESTATED LEASE AGREEMENT is made and entered into as of the 13th day of July, 2017 by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF WESTON, a Wisconsin municipal corporation (the "Authority"), and the VILLAGE OF WESTON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "Municipality").

WITNESSETH:

COPY

WHEREAS the Authority has acquired and is currently in possession of the real estate described in Exhibit A hereto (the "Property"); and

WHEREAS the Authority is carrying out a program of blight elimination, community development and urban renewal on the Property and certain other property located in the Redevelopment Project Area and Tax Incremental District No. 1 of the Municipality, as amended (the "District"), consisting of public improvements and project costs listed in the Project Plan for the District and related costs (collectively, the "Project"); and

WHEREAS the Authority has heretofore financed a portion of the cost of the Project through the issuance of its Community Development Lease Revenue Bonds, Series 2002, dated December 20, 2002 (the "2002 Bonds"), its Community Development Lease Revenue Bonds, Series 2003A, dated May 22, 2003 (the "2003A Bonds"), its Community Development Lease Revenue Bonds, Series 2004A, dated August 9, 2004 (the "2004A Bonds"), its Community Development Lease Revenue Bonds, Series 2005A, dated April 15, 2005 (the "2005A Bonds"), its Community Development Lease Revenue Bonds, Series 2007A, dated September 6, 2007 (the "2007A Bonds") and its Taxable Community Development Lease Revenue Bonds, Series 2007B, dated September 6, 2007 (the "2007B Bonds"), which were secured by an Amended and Restated Lease Agreement dated September 6, 2007 between the Authority and the Municipality (the "2007 Lease"); and

WHEREAS the Authority now finds it necessary and desirable to finance an additional portion of the Project and to refund the 2002 Bonds, 2003A Bonds, 2004A Bonds, 2005A Bonds and 2007A Bonds through the issuance of its \$19,233,000 Community Development Lease Revenue Bonds, Series 2017A, dated July 13, 2017 (the "Bonds"); and

WHEREAS the 2007B Bonds have been defeased with funds on hand of the Authority on the date hereof;

WHEREAS in connection with the issuance of the Bonds, the Authority finds it necessary and desirable to amend and restate the 2007 Lease so that it secures the Bonds; and

WHEREAS pursuant to the provisions of Sections 66.1335 and 66.1333(9) of the Wisconsin Statutes, the Authority has the power to lease real property and personal property in its possession to a public body for use in accordance with a redevelopment plan; and

WHEREAS the Municipality desires to lease the Property, as it may be amended from time to time to remove real estate which is removed from the District, and the portion of the Project described on Exhibit B hereto (the "Leased Improvements") (collectively, the Property and the Leased Improvements shall be referred to as the "Leased Property") from the Authority; and

WHEREAS the execution, delivery and performance of this Amended and Restated Lease Agreement have been duly authorized by the Municipality and the Authority and all

conditions, acts and things necessary and required by the Constitution and Statutes of the State of Wisconsin to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Amended and Restated Lease Agreement, do exist, have happened and have been performed in regular form, time and manner.

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein reserved, mentioned and contained on the part of the Municipality, its successors and assigns, to be paid, kept and performed, the Authority by these presents does hereby agree to lease, demise and let to the Municipality, and the Municipality does hereby consent to said leasing and hereby takes and hires, upon and subject to the conditions hereinafter expressed, the Leased Property.

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following terms shall have the following meanings in this Lease unless the text expressly or by necessary implication requires otherwise:

"Additional Rentals" means the additional rentals payable by the Municipality pursuant to Section 3.2(b) hereof.

"Annual Debt Service Requirement" means the amount of principal and interest payable on the Bonds in any year.

"Authority" means the Community Development Authority of the Village of Weston, Wisconsin, a Wisconsin municipal corporation.

"Bonds" means the Community Development Lease Revenue Bonds, Series 2017A, dated July 13, 2017 issued by the Authority to provide financing for the Project and refunding prior obligations of the Authority issued to finance the Project.

"Commencement Date" means the date of commencement of the Leasehold Term as provided in Section 3.1 hereof.

"Debt Service Fund" means the Debt Service Fund established by the Authority in connection with the issuance of the Bonds.

"District" means Tax Incremental District No. 1 of the Municipality, as its boundaries may be amended from time to time.

"Fiscal Agent" means Associated Trust Company, National Association, Green Bay, Wisconsin, the fiscal agent for the Bonds or any successor thereto.

"Lease" means this Amended and Restated Lease Agreement, dated July 13, 2017.

"Leased Improvements" means the improvements described in Exhibit B hereto.

"Leased Property" means the Property and all fixtures thereto, and the Leased Improvements.

"Leasehold Term" means the term of this Agreement as provided in Section 3.1 hereof.

"Municipality" means the Village of Weston, Wisconsin, a municipal corporation and political subdivision.

"Municipality Representative" means the Village President, the Village Clerk or Treasurer or such other officer of the Municipality as is appointed by the Village Board to act on behalf of the Municipality under this Agreement.

"Owner" or "Owners" means, with respect to the Bonds when in book-entry-only form, the beneficial owner or owners of the Bonds.

"Project" means the program of blight elimination, community development and urban renewal to be carried out by the Authority in the Redevelopment Project Area and Tax Incremental District No. 1, consisting of public improvements and project costs listed in the Redevelopment Plan and Project Plan for Tax Incremental District No. 1, as amended, and related costs.

"Property" means the real estate described in Exhibit A hereto (subject to any existing liens and encumbrances upon such property), as it may be modified from time to time to remove real estate which is removed from the District.

"Quiet Enjoyment" means the right of the Municipality to peaceably and quietly have, hold and enjoy the Leased Property and to use the Leased Property for the purposes intended or permitted by this Agreement.

"Redevelopment Plan" means the redevelopment plan adopted in connection with the Redevelopment Project Area pursuant to Section 66.1333 of the Wisconsin Statutes;

"Redevelopment Project Area" means the redevelopment project area created by the Authority under Section 66.1333 of the Wisconsin Statutes coterminous with the boundaries of Tax Incremental District No. 1 of the Municipality;

"Rentals" means the rentals payable by the Municipality pursuant to Section 3.2(a) hereof.

"Reserve Account" means the Reserve Account established for the Bonds pursuant to the Resolution.

"Reserve Requirement" means the Reserve Requirement as defined in the Resolutions.

"Resolution" means the resolution authorizing the issuance of the Bonds adopted by the Authority on June 20, 2017.

Section 1.2 Use of Phrases. The following provisions shall be applied whenever appropriate herein:

"Herein", "Hereby", "hereunder", "hereof" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Lease in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and the plural and to cover all genders.

Unless otherwise provided, any determinations or reports hereunder which require the application of accounting concepts or principles shall be made in accordance with generally accepted accounting principles.

ARTICLE II

COMPLETION OF THE PROJECT

The Municipality agrees that it will make all contracts and do all things necessary to cause the Project to be constructed and equipped, acting in the name of and for the Authority as holder of title to the Leased Property. Title to the Leased Property and all equipment acquired with proceeds of the Bonds and all fixtures thereto shall be held by the Authority, subject to this Lease.

The Municipality agrees that in order to effectuate the purposes of this Lease, it will make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for the construction and equipping of the Project, acting for the Authority as holder of title to the Leased Property. So long as this Lease is in full force and effect, the Municipality shall have full power to carry out the acts and agreements provided in this Section, and such power is granted and conferred under this Lease to the Municipality, and is accepted by the Municipality and shall not be terminated or restricted by act of the Authority or the Municipality, except as provided in this Section.

The Municipality agrees to construct the Project, acting in the name of and for the Authority as holder of title to the Leased Property, through the application of moneys to be disbursed from the Construction Funds.

The Authority hereby assigns to the Municipality all its rights and power to enforce in the name of the Municipality or the name of the Authority such purchase orders or contracts as are required for the completion of the Project which enforcement may be at law or in equity; provided however, that the assignment made by the Authority herein shall not prevent the Authority from asserting said rights and powers in its own behalf or on behalf of the owners of

the Bonds; and provided further that upon request the Authority shall cooperate with the Municipality at the Municipality's expense in enforcing any such purchase orders or contracts.

The Authority shall not be responsible for, nor shall it pay, more than the proceeds from the sale of the Bonds together with any income or gain thereon resulting from investments of such amount for the completion of the Project.

ARTICLE III

TERM AND RENTS

Section 3.1 Term. The term of the Lease pursuant to this Agreement shall commence as of July 13, 2017. This Agreement shall expire on October 1, 2031, unless the parties shall sooner terminate this Agreement by mutual agreement; provided, however, that, except as provided in Section 4.7 hereof, the end of said term shall not be advanced nor shall this Agreement expire or be terminated so long as the Bonds shall be outstanding; provided, further, that when the Authority shall have fully paid (or provided for the payment of) all of the principal and interest on the Bonds, this Agreement shall automatically terminate.

Section 3.2 (a) Rentals. During the Leasehold Term the Municipality agrees to pay to the Fiscal Agent for the Authority, without deduction or offset (except as described in the following paragraph), rental payments ("Rentals") semi-annually on March 1 and September 1 of each year commencing on September 1, 2017. The rental payable on any date shall be an amount equal to the sum of the following:

(1) The amount of principal payable on the Bonds on the next succeeding interest payment date for the Bonds, whether such principal is payable at maturity or upon redemption; and

(2) The amount of interest payable on the Bonds on the next succeeding interest payment date for the Bonds.

The schedule of principal and interest payments on the Bonds is shown on Exhibit C attached hereto and incorporated by this reference.

The amount of any Rental payable by the Municipality shall be reduced by the amount of investment earnings, contributions by the Municipality and other monies on deposit in the Debt Service Fund for the Bonds (excluding monies on deposit in the Reserve Account which shall only be applied to reduce the amount of Rental payable in connection with the final principal payment date on the Bonds).

(b) Additional Rentals. If, during the Leasehold Term, the amount on deposit in the Reserve Account for the Bonds falls below the Reserve Requirement, the Municipality agrees to pay to the Fiscal Agent for the Authority, without deduction or offset (except as described in the following paragraph), additional rental payments ("Additional Rentals") monthly on the first day of each month until the Reserve Requirement is again on deposit in the Reserve Account. The

Additional Rental payable on any date shall be the initial amount required to make the amount on deposit in the Reserve Account equal to the Reserve Requirement, divided by the number of months initially remaining to the next interest payment date on the Bonds.

The amount of any Additional Rental payable by the Municipality shall be reduced by the amount of investment earnings, contributions by the Municipality or other monies deposited into the Reserve Account.

The Additional Rentals shall become payable upon receipt by the Municipality of notice of a deficiency in the Reserve Account.

The obligation of the Municipality to pay Rentals and Additional Rentals is conditioned upon (a) the Municipality's "Quiet Enjoyment" of the Leased Property and (b) annual appropriation of the rental payment by the Municipality. The parties acknowledge that the Leased Property is being leased at its fair market value.

Section 3.3 Debt Service on Bonds. The Authority covenants and agrees that the Rentals payable hereunder shall be used only to pay the principal of and interest on the Bonds, as provided in the Resolution and that no Rentals shall be used to pay operating expenses of the Authority.

The Authority covenants and agrees that the Additional Rentals payable hereunder shall be used only to replenish the Reserve Account.

Section 3.4 Payment of Costs and Expenses. If the Municipality defaults under any provisions of this Agreement and the Authority employs attorneys or incurs other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of the Municipality herein contained, the Municipality agrees that it will on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

Section 3.5 Not Debt. Notwithstanding anything to the contrary herein contained by implication or otherwise, the obligations of the Municipality created by or arising out of this Agreement shall not be general debt obligations of the Municipality and do not constitute or give rise to charges against its general credit or taxing powers.

Section 3.6 Repairs and Maintenance. The Municipality covenants and agrees throughout the Leasehold Term to maintain the Leased Property and keep the same in as good order and condition as the same are in upon the effective date of this Agreement.

Section 3.7 Utilities. The Municipality agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service, or any other service used, rendered or supplied upon or in connection with the Leased Property during the Leasehold Term and to protect the Authority and save it harmless against any liability or damages on such account. The Municipality shall also procure any and all necessary permits, licenses or other authorizations thereafter required for the lawful and proper installation and

maintenance upon the Leased Property of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Leased Property.

Section 3.8 Prepayment. The Authority authorizes the Municipality, in its stead, to call the Bonds for redemption prior to maturity, in whole or in part, pursuant to the terms and conditions of the Resolution, provided that the Municipality shall prepay its Rentals hereunder so that the Rentals suffice to pay the principal of, premium, if any, and interest on the Bonds due at the time of redemption. The Municipality agrees that it shall not make any prepayments of Rentals due under this Lease without calling for redemption the applicable Bonds, without the consent of the Authority.

Section 3.9 Pledge and Assignment to Fiscal Agent. Simultaneously with the delivery of this Lease, the Authority shall pledge and assign to the Fiscal Agent all of the Authority's right, title and interest in and to this Lease Agreement and all of the Authority's right to receive payments hereunder. The Municipality consents to such pledge and assignment and agrees that the Fiscal Agent enforce any and all rights, privileges and remedies of the Authority under or with respect to this Lease.

ARTICLE IV

COVENANTS OF MUNICIPALITY

Section 4.1 Restriction on Use. The Municipality covenants that the Leased Property shall be used for public purposes. The Authority covenants and agrees that the Leased Property shall be and remain open to and available for public use to the same extent and in the same manner as if the Leased Property were owned by the Municipality. The Municipality and the Authority agree that, during the term hereof, no portion of the Leased Property shall be sold or leased to a private party for an amount which would cause the Bonds to become "private activity bonds" under the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

Section 4.2 Public Liability Insurance. The Municipality shall maintain or cause to be maintained during the Leasehold Term general public liability insurance against all claims for personal injury, death or property damage for which any of the parties might be liable, occurring upon, in or about the Leased Property or any buildings, facilities, sidewalks, streets and passageways, therein or thereon; such insurance to afford protection to the parties to the limit of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate per year in respect of personal injury and death and property damage, or such other limits as may be mutually agreed upon.

Section 4.3 Hazard Insurance. (a) The Municipality shall cause any structures that are part of the Leased Property to be continually insured during the Leasehold Term against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures in an amount equal to the replacement value of the property.

(b) In case of damage, loss or destruction of the Leased Property, or any part thereof, or any lost fixtures or equipment thereof during the Leasehold Term, the proceeds of any insurance which pertains to such premises, fixtures and equipment shall be used and applied by the Municipality as promptly as possible to repair, restore, rebuild or replace the same as nearly as possible to the condition existing prior to such damage, loss or destruction.

(c) In consideration of the provisions of this Agreement giving and granting to the Municipality exclusive possession, custody and control of the Leased Property, the Municipality hereby assumes all risks during the Leasehold Term in connection with any damage, loss or destruction of the Leased Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss or destruction, the Municipality covenants and agrees to repair, restore, rebuild or replace the same as nearly as possible to the condition they were in immediately prior to such damage, loss or destruction either from the proceeds of insurance as hereinabove in this Section 4.3 provided, or, to the extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

Section 4.4 Compliance with Laws and Regulations. The Municipality agrees that throughout the Leasehold Term it will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to the Municipality and the Leased Property, and whether or not the same requires structural repairs or alterations, which may be applicable to the Leased Property, the fixtures or equipment thereof, or the sidewalks, curbs and parking areas adjoining the demised premises, or the use or manner of use of the Leased Property. The Municipality will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Leasehold Term of this Agreement with respect to the Leased Property and the fixtures and equipment thereof.

Section 4.5 Alterations and Additions to Leased Property. The Municipality shall have the right at any time and from time to time during the Leasehold Term, without liability to the Authority, to make such changes, alterations and additions, structural or otherwise, to the Leased Property and any fixtures and equipment thereof, now or hereafter located on the Leased Property, as the Municipality shall deem necessary or desirable in connection with the use of the Leased Property. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Property or the rental value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged so that the Leased Property shall at all times be free of liens for labor and materials supplied to the Leased Property, provided, however, that the Municipality may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Property is not in danger of being lost through lien foreclosure or otherwise. All alterations, additions and improvements to the Leased Property shall be and become a part of the realty covering the Leased Property. Nothing in this Section 4.5 will be interpreted to prevent the Authority from releasing Leased Property in accordance with Section 6.8 hereof.

Section 4.6 Covenants Against Waste. The Municipality covenants during the term of the Lease not to do or suffer or permit any waste or damage, disfigurement or injury to the

Leased Property or any building or improvement now or hereafter on the Leased Property or the fixtures or equipment thereof.

Section 4.7 Municipal Budget; Consequences of Non-Appropriation or Failure to Provide Quiet Enjoyment. The Municipality hereby covenants that its staff will include the Rentals and Additional Rentals to become due hereunder in its annual budget as submitted to the Village Board of the Municipality for approval during each year of the Leasehold Term, and further covenants that its staff will request the necessary appropriation from the Village Board and will exhaust all available administrative reviews and appeals in the event that portion of the budget is not approved. The Municipality reasonably believes, expects and intends that funds will be budgeted and appropriated sufficient to make all payments of Rentals and Additional Rentals during the term of this Lease Agreement.

If the Village Board of the Municipality in any year does not budget and appropriate the Rentals and Additional Rentals to become due during the next succeeding year, the Municipality will provide written notice to that effect to the Authority, to the Fiscal Agent and to Robert W. Baird & Co. Incorporated, the original purchaser of the Bonds, no later than 15 days after adoption and approval of that annual budget. This Lease Agreement shall terminate on the next May 31 after notice of any non-appropriation has been given by the Municipality to the Authority unless, prior to such date, the Municipality adopts an amendment to its budget appropriating the Rentals and Additional Rentals becoming due or otherwise provides for the payment of such Rentals and Additional Rentals.

If the Municipality fails to make a rental payment because the Municipality's Quiet Enjoyment of the Leased Property is impaired, this Lease Agreement shall terminate immediately.

The Municipality shall, upon any such termination, peacefully quit, surrender and deliver up to the Authority, its successors or assigns, the Leased Property in good condition, ordinary wear and tear excepted. Upon such termination, in the event any of the Leased Property has become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, the Municipality shall repair or replace such Leased Property at the Municipality's sole cost prior to surrender of the Leased Property to the Authority, with said repair or replacement subject to the Authority's reasonable approval.

The Municipality will also, whether or not the Rentals and Additional Rentals due under this Agreement are budgeted and appropriated, furnish the Authority, Robert W. Baird & Co. Incorporated and the Fiscal Agent with a copy of its annual budget within 15 days of its adoption. All obligations of the Municipality arising under this Lease Agreement during the Municipality's occupancy of the Leased Property shall survive this Lease Agreement.

Section 4.8 Tax Covenant. The Municipality and the Authority covenant for the benefit of the Owners of the Bonds that they will not take any action or omit to take any action with respect to the Bonds the proceeds thereof, any other funds of the Municipality and the Authority or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax

purposes under Section 103 of the Code and applicable Regulations, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (iii) would subject the Municipality or the Authority to any penalties under Section 148 of the Code. The foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Municipality and the Authority in fulfilling the above covenant under the Code have been met.

ARTICLE V

ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 5.1 Assignment and Subleasing by the Municipality. This Lease may not be assigned by the Municipality for any reason. However, the Leased Property may be subleased, as a whole or in part, by the Municipality without the necessity of obtaining the consent of the Authority, subject, however, to each of the following conditions:

(a) The Leased Property may be subleased, in whole or in part, only to an agency or department or political subdivision of the State; or to another entity or entities if, in the opinion of nationally recognized municipal bond counsel, such sublease will not cause the Municipality to violate its tax covenant in Section 4.8 hereof;

(b) This Lease, and the obligations of the Municipality hereunder, shall at all times during the Leasehold Term remain obligations of the Municipality, and the Municipality shall maintain its direct relationships with the Authority notwithstanding any sublease; and

(c) The Municipality shall furnish or cause to be furnished to the Authority a copy of any sublease agreement.

Except as permitted in this Section 5.1, so long as the Bonds are outstanding, neither the Authority nor the Municipality shall mortgage, assign or pledge its interests in the Leased Property or any rentals payable with respect thereto.

Section 5.2 Priority of Lease. No sublessee or assignee of the Leased Property shall mortgage, assign or pledge its interest in the Leased Property or any rentals payable with respect thereto unless such mortgage, assignment or pledge shall be subordinate to this Agreement.

ARTICLE VI

CONDITIONS OF LEASE

Section 6.1 Merger of Interest. It is mutually agreed by the parties hereto that so long as the Bonds are outstanding, the leasehold interest and estate created by this Agreement shall not be merged or deemed to be merged with any reversionary interest and estate of the Municipality in the Leased Property.

Section 6.2 Right to Inspect. The Municipality covenants and agrees during the Leasehold Term to permit the Authority and the authorized agents and representatives of the Authority or the owners of the Bonds to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same.

Section 6.3 Character of Lease. It is mutually agreed that the Lease granted under this Agreement is an absolutely "net" lease and notwithstanding any language herein to the contrary, it is intended and the Municipality expressly covenants and agrees that all rentals and other payments herein required to be made by the Municipality to the Authority shall be made without notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense, and shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Leased Property or any part thereof, all such obligations being the responsibility of the Municipality.

Section 6.4 Condition of Premises. The Municipality, prior to the occupancy thereof, and at all times thereafter, shall fully familiarize itself with the physical condition of the Leased Property and any improvements, fixtures and equipment thereof. The Authority makes no representations whatever in connection with the condition of the Leased Property or the improvements, fixtures or equipment thereof, and the Authority shall not be liable for any latent or patent defects therein.

Section 6.5 Consent to Suit. The Municipality hereby consents and agrees to the institution of any and all actions, including mandamus, against the Municipality or any of its officers which may arise out of this Agreement and, to the extent permitted by law, the Municipality waives resort prior to the bringing of any such action by the Authority, as lessor hereunder, or its assignees to any administrative claim procedure provided in the Wisconsin Statutes.

Section 6.6 Enjoyment of Property. The Authority hereby covenants that the Municipality shall during the Leasehold Term peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the Authority, except as expressly required or permitted by this Lease. The Authority shall not interfere with the quiet use and enjoyment of the Leased Property by the Municipality during the Leasehold Term so long as no event of default shall have occurred under the Lease. The Authority shall, at the request of the Municipality and at the cost of the Municipality, join and cooperate fully in any legal action in

which the Municipality asserts its right to such possession and enjoyment. In addition, the Municipality may at its own expense join in any legal action affecting its possession and enjoyment of the Property and shall be joined in any action affecting its liabilities hereunder.

Section 6.7 Transfer of Title. Upon full and final payment of all Bonds (or if all Bonds shall, prior to maturity or redemption date thereof, have been discharged within the meaning of the Resolution) and of all amounts due under this Lease Agreement,

(a) this Lease Agreement shall terminate and neither the Municipality nor the Authority nor any Owner of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested; and

(b) title to the Leased Property shall, without any further payment, be transferred to the Municipality, and the Authority shall execute any document of conveyance reasonably requested by the Municipality to evidence such transfer.

Section 6.8 Release of Leased Property Upon Amendment of District. Any Leased Property located on territory which is removed from the boundaries of the District pursuant to a boundary amendment as authorized by Section 2.3 of the Amended and Restated Contribution and Cooperation Agreement dated July 13, 2017, shall be released from this Lease Agreement and removed from the description of Leased Property (further described on Exhibit A hereto) without the need for any further action or documentation.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Amendments. No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

Section 7.2 Successors. Except as limited or conditioned by the express provisions hereof, the provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 7.3 Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 7.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 7.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 7.6 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, postage prepaid, or by prepaid telegram addressed as follows:

If to the Municipality:

Village of Weston
Attention: Village Clerk
5500 Schofield Avenue
Weston, WI 54476

COPY

If to the Authority:

Community Development Authority of the Village of Weston
Attention: Executive Director/Secretary
5500 Schofield Avenue
Weston, WI 54476

If to the original Purchaser:

Robert W. Baird & Co. Incorporated
777 East Wisconsin Avenue
Milwaukee, WI 53202

If to the Fiscal Agent:

Associated Trust Company, National Association
200 North Adams Street
Green Bay, Wisconsin 54301

Any party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

Section 7.7 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provisions or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

COPY

Section 7.8 No Waivers. Failure of the Authority or the Municipality to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Authority shall not be deemed to be a waiver of

any preceding breach by the Municipality of any term, covenant or condition of this Agreement, other than the failure of the Municipality to pay the particular rental so accepted, regardless of the Authority's knowledge of such preceding breach at the time of acceptance of such rent.

Section 7.9 Recording. Either party hereto may record this Lease Agreement, or a memorandum or short form hereof, executed by both of such parties, in the office of the Registrar of Deeds for Marathon County, Wisconsin.

Section 7.10 No Personal Liability. Under no circumstances shall any officer, elected official or employee of the Municipality or the Authority have any personal liability arising out of this Lease Agreement, nor shall any party seek or claim any such personal liability.

Section 7.11 Beneficiaries of Agreement. This Agreement has been entered into by the Municipality and the Authority for the benefit of the Municipality, the Authority and the Owners of the Bonds, and is not revocable by the Municipality or the Authority prior to the payment in full of the Bonds. This Agreement shall be binding upon and inure to the benefit of the Municipality and the Authority and shall constitute a third party beneficiary contract for the benefit of the Owners of the Bonds. Nothing in this Lease Agreement expressed or implied is intended or shall be construed to give any person other than the Municipality, the Authority and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions therein or herein contained; all such covenants are for the sole and exclusive benefit of the Municipality, the Authority and the Owners of the Bonds.

COPY

IN WITNESS WHEREOF, the Village of Weston, Wisconsin, has caused these presents to be executed by its President and Village Clerk and its seal affixed, and the Community Development Authority of the Village of Weston has caused these presents to be executed by its Chairperson and Executive Director/Secretary, all as of the day and year first hereinabove set forth.

VILLAGE OF WESTON, WISCONSIN

(SEAL)

By COPY
Barb Ermeling,
President

And _____
Sherry L. Weinkauff,
Village Clerk

COMMUNITY DEVELOPMENT AUTHORITY
OF THE VILLAGE OF WESTON, WISCONSIN

By _____
Loren White,
Chairperson

Attest _____
Daniel Guild,
Executive Director/Secretary

COPY

STATE OF WISCONSIN)
) SS
COUNTY OF MARATHON)

On the ____ day of _____, 2017, before me, a Notary Public in and for said County, personally appeared Barb Ermeling and Sherry L. Weinkauff, the President and Village Clerk, respectively, of the above-named Village of Weston, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and known to me to be such President and Village Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of said municipal corporation; that the seal affixed to said instrument is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of said municipal corporation by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of said municipal corporation by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Name (Printed): _____
Notary Public
Marathon County, Wisconsin
My Commission: _____

COPY

[illegible]

On the ____ day of _____, 2017, before me, a Notary Public in and for said County, personally appeared Loren White and Daniel Guild, the Chairperson and Executive Director/Secretary, respectively, of the Community Development Authority of the Village of Weston, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairperson and Executive/Director Secretary of said Authority, and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed by them as such officers of and on behalf of said Authority by authority of its Commissioners; and the said Authority acknowledged the execution of said instrument to be the free and voluntary act and deed of said Authority by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Name (Printed): _____
 Notary Public
 Marathon County, Wisconsin
 My Commission: _____

COPY

This document was drafted by:
Rebecca A. Speckhard
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(SEE ATTACHED)

COPY

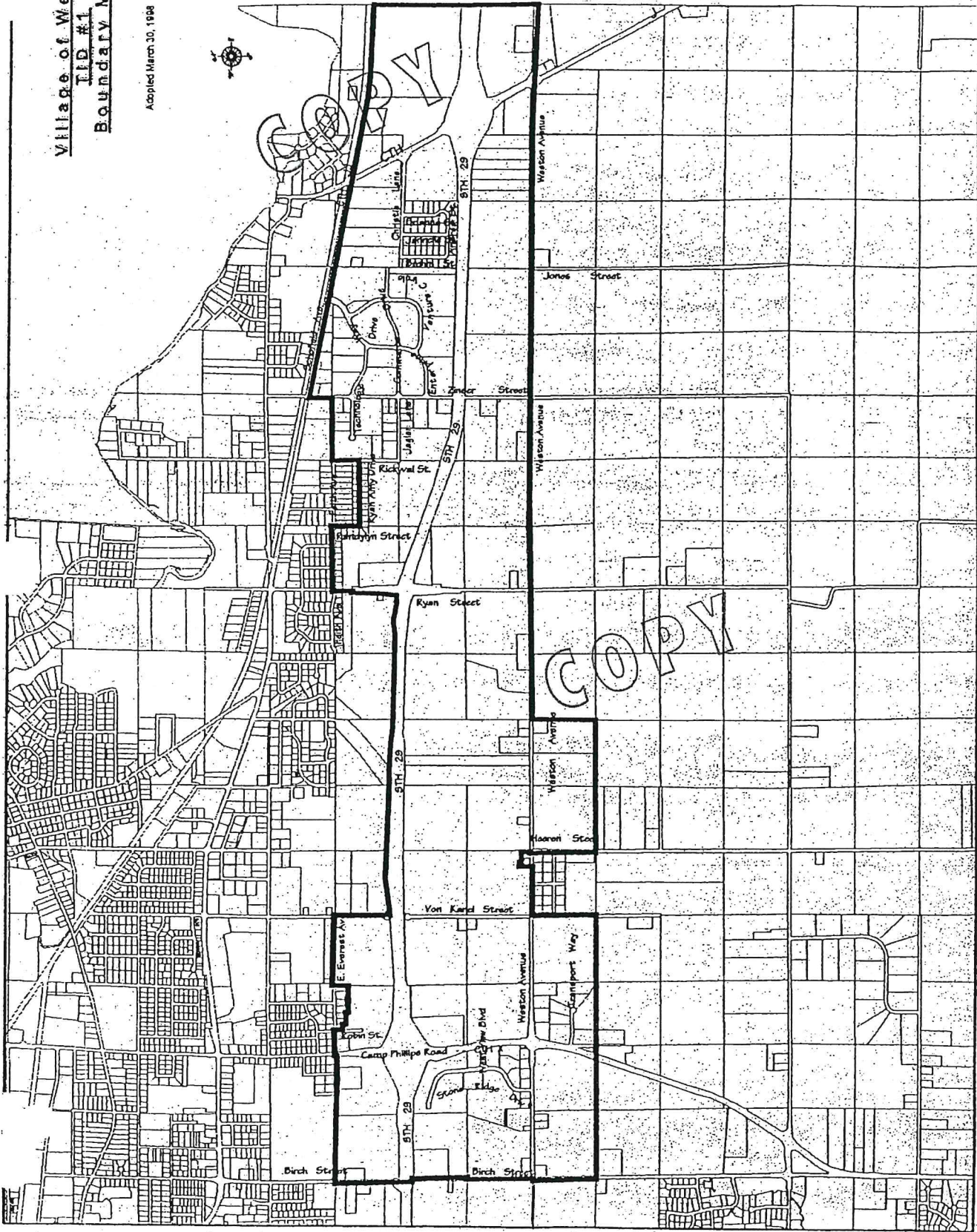
COPY

Street Property Descriptions

1. The following street right of ways described below and on the attached maps all located in the Village of Weston, Marathon County, Wisconsin, Township 28 North Range 8 East:
 - a. Weston Avenue between Birch Street and the eastern Village boundary except approximately 270 ft. from Heeren Street west.
 - b. Schofield Avenue between Zinser Street and the eastern Village boundary
 - c. Birch Street between Weston Avenue and the center of the north ½ of Section 20,
 - d. Von Kanel Street between the center of the north ½ of Section 28 and the center of the north ½ of section 21,
 - e. Heeren Street between the center of the north ½ of Section 28 and Weston Avenue,
 - f. Ryan Street between Weston Avenue and Feith Avenue,
 - g. Zinser Street between Weston Avenue and Schofield Avenue,
 - h. East Everest Avenue between Robin Street and its western terminus,
 - i. Feith Avenue between Ryan Street and Randylyn Street,
 - j. All of Randylyn Street,
 - k. All of Ryan Amy Drive,
 - l. All of Rickyval Street,
 - m. All of Jagler Lane
 - n. All of Enterprise Way
 - o. All of Technology Drive,
 - p. All of Commerce Drive
 - q. All of Venture Circle
 - r. All of Synergy Court
 - s. All of Christie Lane
 - t. All of Brianna Street
 - u. All of Janelle Street
 - v. All of Brehm Street
 - w. All of Andrea Street
 - x. All of Transport Way
 - y. All of Westview Boulevard,
 - z. All of Stone Ridge Drive

**Village of Weston
TID #1
Boundary Map**

Adopted March 30, 1998

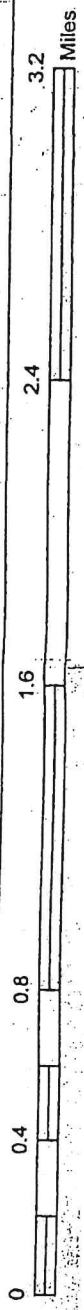
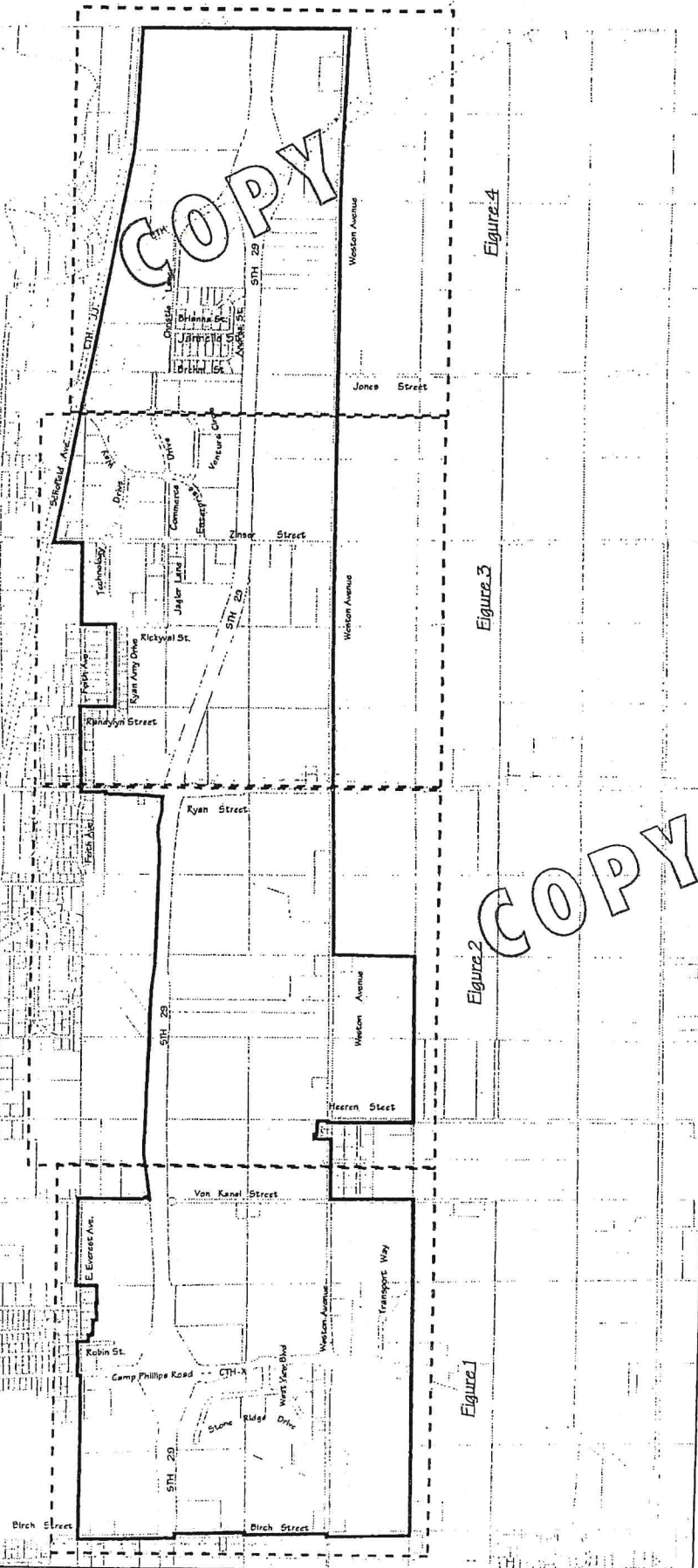


Copyright by the Village of Weston
Unpublished Map
1998

1 inch equals 0.511043 miles

Village of Weston TID #1 Boundary Map

Adopted March 30, 1988

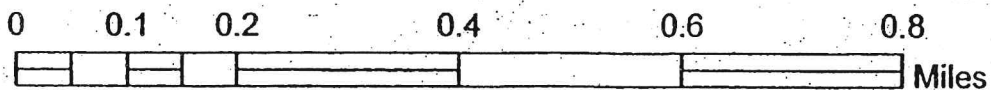
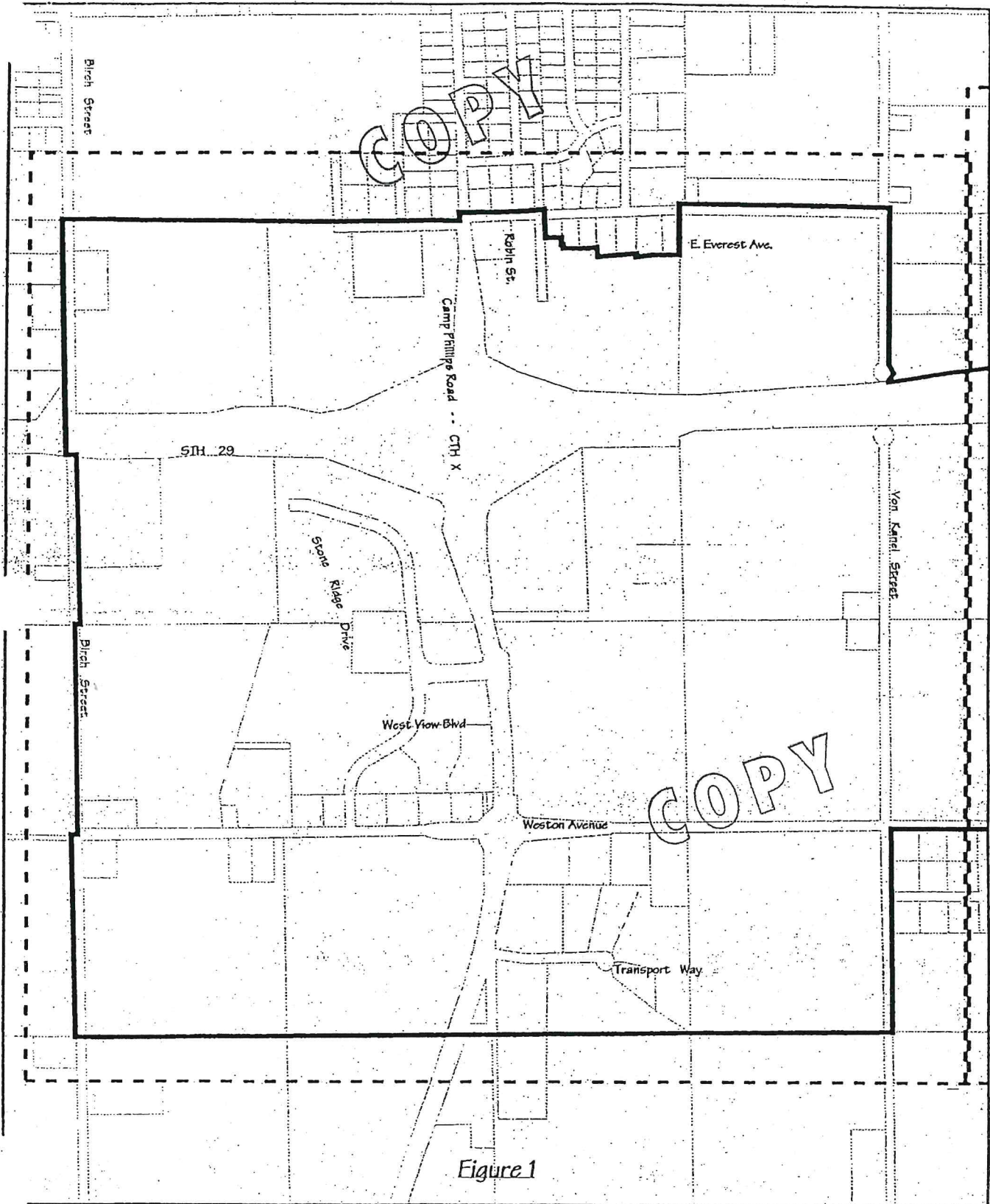
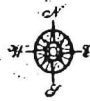


Created by the Village of Weston
Engineering Department
12/20/02

Figure 1

Village of Weston
TID #1
Boundary Map

Adopted March 30, 1998



1 inch equals 0.011934 miles

Figure 2

Village of Weston
TID #1
Boundary Map

Adopted March 30, 1998

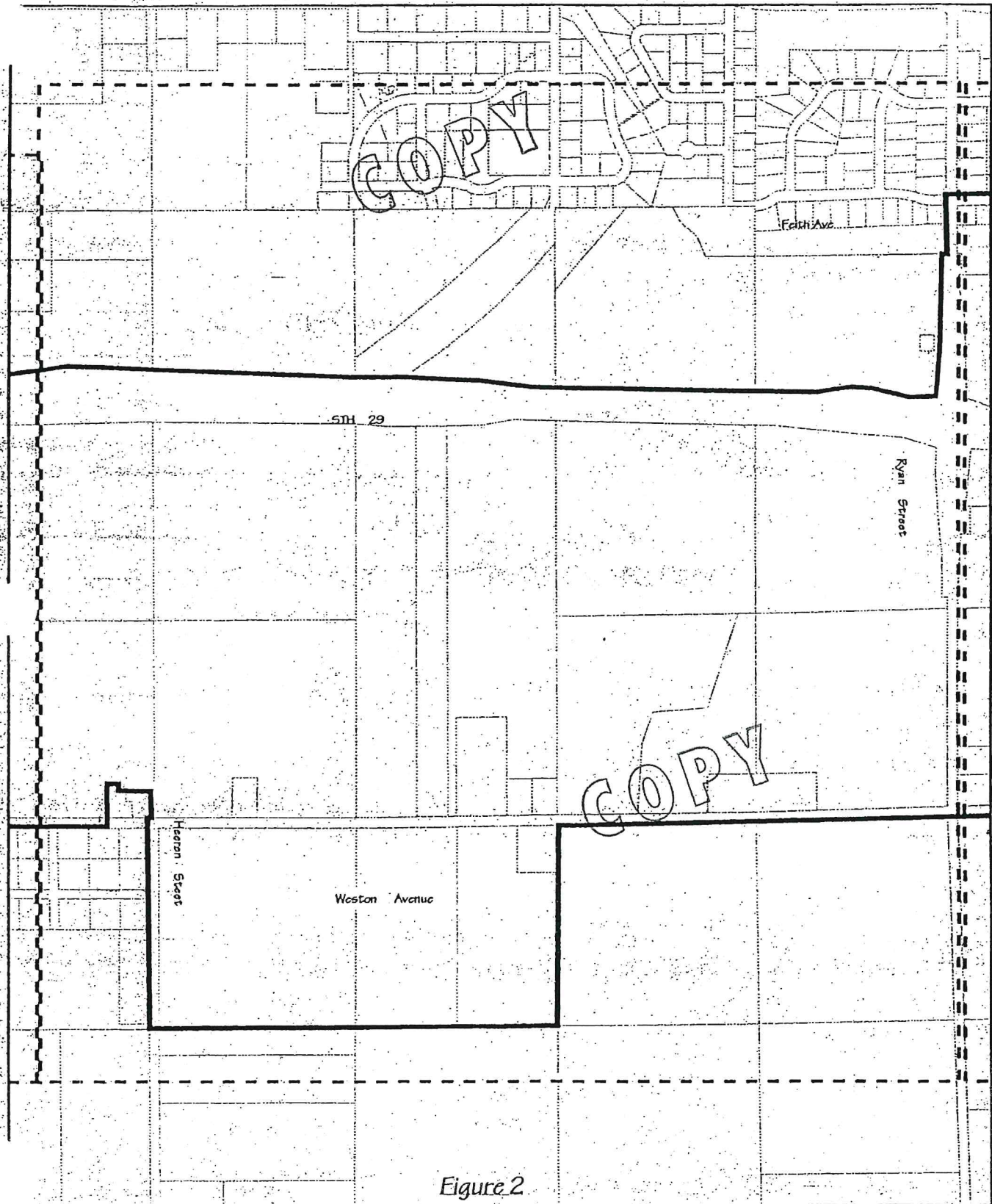
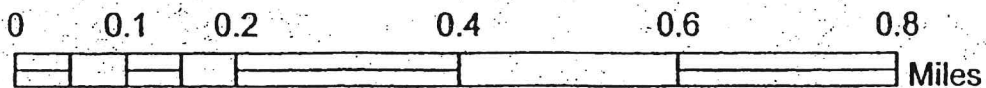


Figure 2



1 inch equals 0.161547 miles

Created by the Village of Weston
Engineering Department
12/20/02

Figure 3

Village of Weston
TID #1
Boundary Map

Adopted March 30, 1998

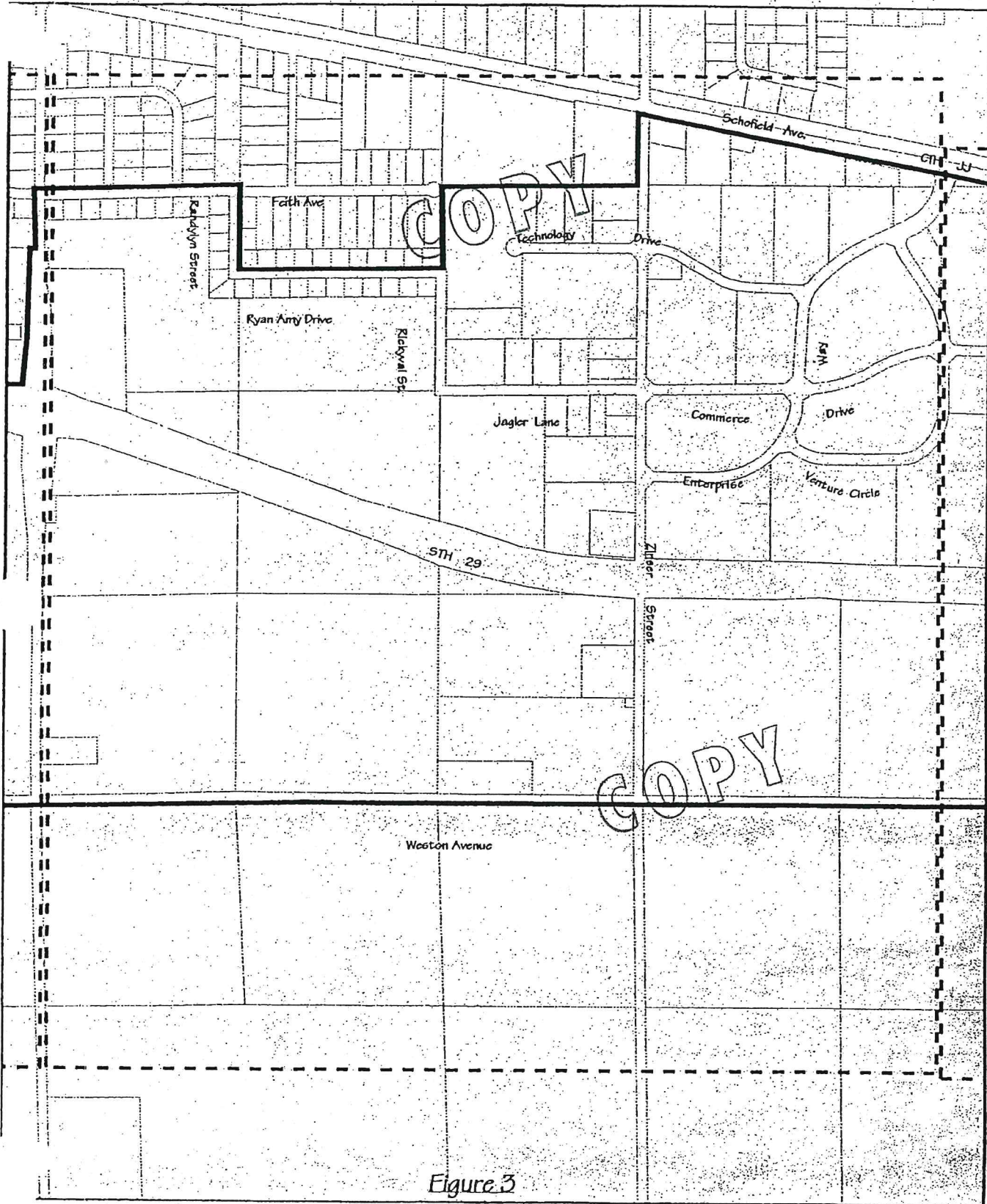
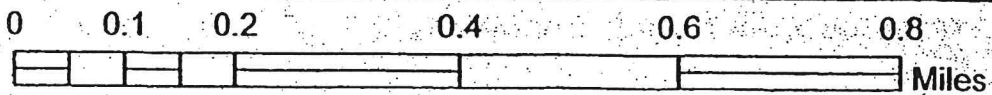


Figure 3



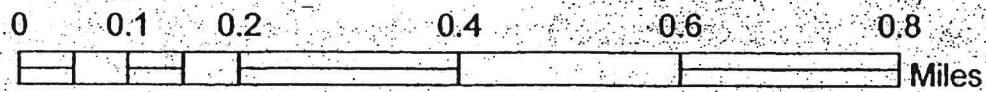
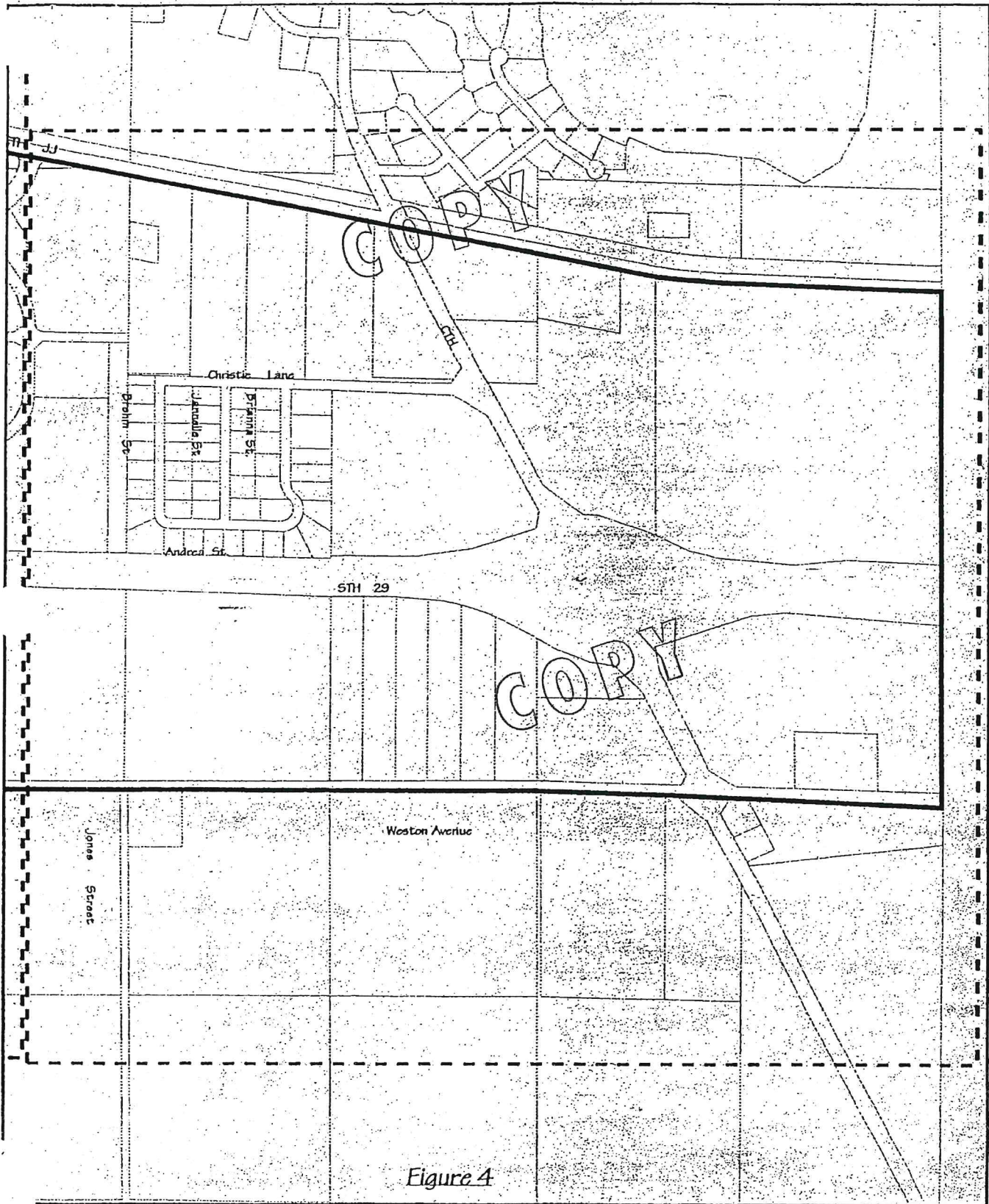
1 inch equals 0.011995 miles

Created by the Village of Weston
Engineering Department
12/2002

Figure 4

Village of Weston
TID #1
Boundary Map

Adopted March 30, 1998



Created by the Village of Weston
Engineering Department
02/2002

EXHIBIT B

DESCRIPTION OF LEASED IMPROVEMENTS

All municipally owned sewer mains and laterals, water mains and laterals, storm sewer pipes, and related appurtenances and equipment located or to be located within the Redevelopment Project Area and Tax Incremental District No. 1 of the Village of Weston, Wisconsin, as amended (subject to any existing liens and encumbrances upon such property).

COPY

EXHIBIT C

SCHEDULE OF DEBT SERVICE PAYMENTS ON THE BONDS

(SEE ATTACHED)

COPY

COPY

Village of Weston, WI

\$19,255,000 CDA Lease Revenue Bonds, Series 2017A

Issue Summary

Dated July 13, 2017 Negotiated with Baird

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/13/2017	-	-	-	-	-
10/01/2017	-	-	92,486.88	92,486.88	92,486.88
04/01/2018	-	-	213,431.25	213,431.25	-
10/01/2018	1,130,000.00	1.250%	213,431.25	1,343,431.25	1,556,862.50
04/01/2019	-	-	206,368.75	206,368.75	-
10/01/2019	1,135,000.00	1.400%	206,368.75	1,341,368.75	1,547,737.50
04/01/2020	-	-	198,423.75	198,423.75	-
10/01/2020	1,145,000.00	1.500%	198,423.75	1,343,423.75	1,541,847.50
04/01/2021	-	-	189,836.25	189,836.25	-
10/01/2021	1,160,000.00	1.600%	189,836.25	1,349,836.25	1,539,672.50
04/01/2022	-	-	180,556.25	180,556.25	-
10/01/2022	1,180,000.00	1.750%	180,556.25	1,360,556.25	1,541,112.50
04/01/2023	-	-	170,231.25	170,231.25	-
10/01/2023	1,200,000.00	1.900%	170,231.25	1,370,231.25	1,540,462.50
04/01/2024	-	-	158,831.25	158,831.25	-
10/01/2024	1,225,000.00	2.000%	158,831.25	1,383,831.25	1,542,662.50
04/01/2025	-	-	146,581.25	146,581.25	-
10/01/2025	1,255,000.00	2.150%	146,581.25	1,401,581.25	1,548,162.50
04/01/2026	-	-	133,090.00	133,090.00	-
10/01/2026	1,285,000.00	2.250%	133,090.00	1,418,090.00	1,551,180.00
04/01/2027	-	-	118,633.75	118,633.75	-
10/01/2027	1,320,000.00	2.400%	118,633.75	1,438,633.75	1,557,267.50
04/01/2028	-	-	102,793.75	102,793.75	-
10/01/2028	1,355,000.00	2.600%	102,793.75	1,457,793.75	1,560,587.50
04/01/2029	-	-	85,178.75	85,178.75	-
10/01/2029	1,400,000.00	2.750%	85,178.75	1,485,178.75	1,570,357.50
04/01/2030	-	-	65,928.75	65,928.75	-
10/01/2030	1,395,000.00	2.850%	65,928.75	1,460,928.75	1,526,857.50
04/01/2031	-	-	46,050.00	46,050.00	-
10/01/2031	3,070,000.00	3.000%	46,050.00	3,116,050.00	3,162,100.00
Total	\$19,255,000.00	-	\$4,124,356.88	\$23,379,356.88	-

Yield Statistics

Bond Year Dollars	\$164,946.92
Average Life	8.566 Years
Average Coupon	2.5004147%
Net Interest Cost (NIC)	2.6580063%
True Interest Cost (TIC)	2.6612737%
Bond Yield for Arbitrage Purposes	2.4808586%
All Inclusive Cost (AIC)	2.7571741%

IRS Form 8038

Net Interest Cost	2.5004147%
Weighted Average Maturity	8.566 Years

EXHIBIT D

AMENDED AND RESTATED CONTRIBUTION AND COOPERATION AGREEMENT

(see attached)

**AMENDED AND RESTATED
CONTRIBUTION AND COOPERATION AGREEMENT**

THIS AMENDED AND RESTATED CONTRIBUTION AND COOPERATION AGREEMENT made and entered into this 13th day of July, 2017, by and between the Community Development Authority of the Village of Weston, Wisconsin (the "Authority") and the Village of Weston, Wisconsin (the "Village") witnesseth:

WHEREAS, the Authority was created by the Village Board of the Village pursuant to the provisions of Section 66.1335, Wisconsin Statutes (the "Act"); and

WHEREAS, under the provisions of the Act, community development authorities have the power to purchase real property necessary or incidental to a redevelopment project; to lease, sell or otherwise dispose of the same in accordance with a redevelopment plan; and to issue bonds and other forms of indebtedness; and

WHEREAS, the Authority has financed a program of blight elimination, community development and urban renewal on certain property located in a designated redevelopment project area and Tax Incremental District No. 1 of the Village, consisting of public improvements and project costs listed in the Project Plan for Tax Incremental District No. 1, as amended, and related costs (collectively, the "Project"); and

WHEREAS, the Authority has heretofore issued its Community Development Lease Revenue Bonds, Series 2002, dated December 20, 2002 (the "2002 Bonds"), Community Development Lease Revenue Bonds, Series 2003A, dated May 22, 2003 (the "2003A Bonds"), Community Development Lease Revenue Bonds, Series 2004A, dated August 9, 2004 (the "2004A Bonds"), Community Development Lease Revenue Bonds, Series 2005A, dated April 15, 2005 (the "2005A Bonds"), Community Development Lease Revenue Bonds, Series 2007A, dated September 6, 2007 (the "2007A Bonds") and Taxable Community Development Lease Revenue Bonds, Series 2007B, dated September 6, 2007 (the "2007B Bonds") to provide funds to finance a portion of the costs of the Project; and

WHEREAS, the Authority intends to issue \$19,255,000 Community Development Lease Revenue Bonds, Series 2017A, dated July 13, 2017 (the "Bonds") to provide funds to finance an additional portion of the cost of the Project and to refund the 2002 Bonds, 2003A Bonds, 2004A Bonds, 2005A Bonds and 2007A Bonds (the "Refunding") which were issued for that purpose; and

WHEREAS, the 2007B Bonds shall be defeased with funds of the Authority on hand on July 13, 2017 simultaneously with the issuance of the Bonds;

WHEREAS, in connection with the issuance of the Bonds, the Authority finds it necessary to amend and restate the Amended and Restated Contribution and Cooperation Agreement dated September 6, 2007 to additionally provide support for the Bonds; and

WHEREAS, the Authority has requested that the Village assist in providing additional support to facilitate the marketing of the Bonds; and

WHEREAS, the Project and the issuance of the Bonds will assist the Authority in carrying out the purposes for which it was created.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the Village and the Authority hereinafter set forth, the Village and the Authority do hereby agree and covenant as follows:

ARTICLE I

COVENANTS OF THE AUTHORITY

Section 1.1. The Authority will proceed with all possible diligence to accomplish the financing of the Project through the issuance of the Bonds.

Section 1.2. The Authority will provide access to all of its books and records relating to the Bonds to the Village's financial officials, or their designees, during the normal business hours of the Authority. Upon request, said officials or designees shall be permitted to make copies of said books and records, or any portions thereof.

ARTICLE II

COVENANTS OF THE VILLAGE

Section 2.1. At the time of the delivery of the Bonds, if necessary, funds will be deposited into the Reserve Account securing the Bonds so that the amount on deposit therein equals the Reserve Requirement defined in the Resolution of the Authority authorizing the issuance of the Bonds (the "Reserve Requirement"). If, at any time, the balance in the Reserve Account falls below the Reserve Requirement, the Village covenants that, subject to future appropriation of amounts to make such payments by the Village Board, it will pay to the Fiscal Agent for the Authority an amount sufficient to restore the Reserve Account to the Reserve Requirement. For the purpose of determining the balance in the Reserve Account, investments held therein shall be valued at cost plus interest accrued thereon.

Section 2.2. On or before November 1 of each year the Authority will file with the Village Clerk and Robert W. Baird & Co. Incorporated, the original purchaser of the Bonds, the Authority's estimate of the amount of the Village's obligation under Section 2.1 of this Agreement during the next succeeding fiscal year, and the staff of the Village will include such amount in the Village budget as submitted to the Village Board for the next succeeding fiscal year. If the Village Board in any year does not budget and appropriate the amount of the Village's obligation as estimated by the Authority, the Village will provide written notice to that effect to the Authority, to the Fiscal Agent for the Bonds, and to Robert W. Baird & Co. Incorporated no later than 15 days after adoption and approval of the annual budget for that year.

At any time that the balance in the Reserve Account falls below the Reserve Requirement, the Authority will file with the Village Clerk its written claim for the amount due to the Authority under Section 2.1 hereof, which claim shall be processed pursuant to Section 62.12(8) of Wisconsin Statutes or any successor thereto then in effect.

Within 30 days of receipt of a claim from the Authority, the Village will pay to the Authority monthly on the first day of each month, an amount equal to the initial amount of the deficit in the Reserve Account, divided by the number of months initially remaining to the next interest payment date on the Bonds, said amounts being payable out of any funds available and appropriated by the Village Board for that purpose, until the Reserve Requirement is again on deposit in the Reserve Account.

Any payment by the Village pursuant to Section 2.1 and 2.2 shall be subject to annual appropriation of amounts to make such payment by the Village Board, shall be a donation in assistance of the Authority, and the Authority shall not be liable for any repayment thereof.

Section 2.3. The Village will not (i) dissolve from Tax Incremental District No. 1 of the Village (the "District") or (ii) remove territory from the District such that the tax incremental base of the District as determined by the Wisconsin Department of Revenue, falls below \$15,241,600, unless and until all of the Bonds have been paid or have been discharged within the meaning of the resolution adopted by the Authority authorizing the issuance of the Bonds.

ARTICLE III

OTHER PROVISIONS

Section 3.1. This Agreement is made for the benefit of the Village, the Authority and the owner or owners of the Bonds, and any payments receivable hereunder by the Authority from the Village may be pledged and assigned by the Authority as security for the payment of the principal of and interest on the Bonds. This Agreement shall constitute a third party beneficiary contract for the benefit of the beneficial owner or owners of the Bonds.

Section 3.2. This Agreement shall not be abrogated, amended, modified or supplemented at any time when any Bonds are outstanding and unpaid, without the consent of the owners of all of the Bonds which are outstanding and have not been discharged, except that this Agreement may be amended without the consent of the owners of any of the Bonds in order to meet the requirements of the resolution authorizing the issuance of the Bonds relating to the issuance of additional parity bonds.

Section 3.3. This Agreement shall not have any effect whatsoever, and shall be absolutely void, unless and until the Bonds have been issued, sold and delivered.

Section 3.4 Simultaneously with the delivery of this Agreement, the Authority shall pledge and assign to the Fiscal Agent for the Bonds all of the Authority's right, title and interest in and to this Agreement and all of the Authority's right to receive payments hereunder. The Village consents to such pledge and assignment and agrees that the Fiscal Agent enforce any and all rights, privileges and remedies of the Authority under or with respect to this Agreement.

Section 3.5. In case any section, subsection or clause of this Agreement shall be held invalid, the invalidity thereof shall not affect any other portion of this Agreement and all other portions of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Village and the Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

VILLAGE OF WESTON, WISCONSIN

By: _____
Barb Ermeling
President

(SEAL)

Sherry L. Weinkauff
Village Clerk

COMMUNITY DEVELOPMENT AUTHORITY
OF THE VILLAGE OF WESTON, WISCONSIN

By: _____
Loren White
Chairperson

COPY

Daniel Guild
Executive Director/Secretary